



Revision number: 4

Purchasing Agent: Debbie Gundersen

Item: PROPANE (MORGAN COUNTY)

Vendor: 37585G Surburban Propane
 3650 South Highway 40
 Heber City, UT 84032

Internet Homepage:

Telephone: (801) 972-6674

Fax number: (801) 975-7454

Contact: Garth Wilson

Email address:

Brand/trade name: LPG

Price: See Attached
Terms: Net
Effective dates: 07/20/97 through 07/19/01
Days required for delivery: 2 Days
Price guarantee period: Term of Contract
Minimum order: None
Min shipment without charges: N/A
Other conditions:

REVISION #4: CONTRACT HAS BEEN EXTENDED THROUGH JULY 19, 2001.

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



ADDITIONAL PRICING INFORMATION:

1. Pricing will be f.o.b.: the destination of all locations within the county listed on this form.
2. The State reserves the right to adjust any invoice that reflects incorrect pricing.
3. All taxes and surcharges are not to be included in rack pricing on invoices, they are to be individual line items on invoices for tracking purposes.
4. Invoices are to be submitted with copy of DTNergy LISTING for the date propane was ordered, any invoices received without this attached will be returned to vendor.

DELIVERY AND TANK MAINTENANCE

1. All liquefied petroleum gas shall be delivered by a metered measure and the amount of gallons delivered shall be printed by a print o meter device on the delivery ticket. The measure shall have the current Department of Agriculture's unbroken seal of approval or actual pound by weight over a certified scale by Department of Agriculture, Weights and Measures.
2. If a KEEP-FILLED basis is desired by using agency it will be the contractors responsibility to comply with their request at no additional charge.
3. Bidders awarded locations where the tanks are owned by another vendor shall furnish the required tanks if awarded that location. Installation and change over costs shall be the responsibility of the vendor. Change over shall be accomplished within a reasonable amount of time following award of contract. Previous contract holder will be required to give user 1 week or 7 days notice before tank is pulled, so that arrangements can be made with new vendor to install new tanks. If a tank is picked up before it is empty the vendor picking up the tank will reimburse the user for the remaining fuel.
4. The bidder shall perform normal wear and tear maintenance for equipment used for the storage and dispensing of propane at no additional cost to the state. This responsibility will be for equipment supplied by vendor and equipment owned by the state. Repairs and maintenance for equipment owned by the State of Utah must receive approval from the state if the bidder intends to bill the state for such repairs.
5. At the vendors expense, upon agreement between the user and vendor the vendor will install a one key lock to the tank facility so that deliveries can be make even when user is not present.
6. All deliveries shall be made within two (2) days of 48 hours from the date of order.
7. The State of Utah shall determine the method of delivery. Deliveries may either be bulk or in vendors owned cylinders.
8. Vendors will be required to meet all state and federal regulations pertaining to the



hauling, delivering and providing propane to the users covered under this bid.

LICENSE AND INSURANCE

Vendors bidding these contracts are required to carry and keep current all licenses and insurance required by the state and federal government.

REPORTS

Each award vendor will be required to submit a yearly written reports to the State Purchasing Agent (Debbie Gundersen) showing quantities and dollar volume of purchases by each agency and political subdivision. Failure to do so may result in cancellation of your contract. Report is due 7/20/98.

MORGAN COUNTY

MARK UP ON BULK: \$.40 9

MARK UP ON CYLINDER: \$.47 9

RENTAL RATES:

250 GALLON	\$55.00
500 GALLON	\$75.00
1000 GALLONS	\$120.00

PURCHASE RATES:

250 GALLON	\$500.00
500 GALLON	\$900.00
1000 GALLONS	\$1800.00

REMOVAL CHARGE:

\$275.00

MILEAGE: \$0.00

FINET COMMODITY CODE(S): **FOR AGENCY USE ONLY**

40503500000-PROPANE GAS